

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATHANIEL BARRETT,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER
THOMAS DONOGHUE, SHIELD 14716, POLICE
OFFICER FRANK AVILA, SHIELD 24973, POLICE
OFFICER MIGUEL CARVAJAL, SHIELD NO. 28135,
POLICE OFFICER MICHAEL DELFINO, SHIELD
NO. 18383, POLICE OFFICER WILLIAM MARTIN,
SHIELD NO. 13696, SERGEANT JOHN
MELIDONES, POLICE OFFICER WALTER
ROBERTS, SHIELD NO. 7908, POLICE OFFICER
OSVALDO ROSADO, SHIELD NO. 2760, POLICE
OFFICER PAUL ZITO, SHIELD NO. 4632,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

05-CV-5179 (BMC)
(KAM)

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WHEREAS, plaintiff Nathaniel Barrett commenced this action by filing a complaint on or about November 4, 2005, alleging violations of his civil rights under federal and New York State laws; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All claims in the above-referenced action asserted by plaintiff Nathaniel Barrett are hereby dismissed, with prejudice, and without costs, expenses, or fees except as specified in paragraphs "2," "3," and "5" below.

2. Defendant City of New York hereby agrees to pay plaintiff Nathaniel Barrett the sum of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750.00), in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against THE CITY OF NEW YORK, THOMAS DONÓGHUE, FRANK AVILA, MIGUEL CARVAJAL, MICHAEL DELFINO, WILLIAM MARTIN, JOHN MELIDONES, WALTER ROBERTS, OSVALDO ROSADO, PAUL ZITO and/or all unidentified municipal employees, and to release all defendants, any present or former employees or agents of the City of New York and the City of New York from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by defendant that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
August 1, 2006

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By: 
RICHARD CARDINALE (RC 55-7)

By: 
SHERYL BRUZESE (SB 5680)
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J. Brian M. Cogan